

Name, Address, Telephone No. & I.D. No.

Christopher M. McDermott

Chad L. Butler

Erin L. Laney

PITE DUNCAN, LLP

4375 Jutland Drive, Suite 200

P.O. Box 17933

San Diego, CA 92177-0933

TELEPHONE: (858) 750-7600

FACSIMILE: (619) 590-1385

CA SBN 253411

CA SBN 270888

CA SBN 259863



UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF CALIFORNIA

325 West "F" Street, San Diego, California 92101-6991

In Re

Rose Buruato Almazan and Gabriel Miguel Almazan Sr.

BANKRUPTCY NO. 09-15964-PB-13

Debtor.

he Bank of New York Mellon formerly known as The Bank of New York as successor Trustee to JPMorgan Chase Bank, National Association as Trustee for the Certificateholders of Structured Asset Mortgage Investments II Inc. Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates Series 2005-10

RS NO. PD-1

Moving Party

Rose Buruato Almazan and Gabriel Miguel Almazan Sr.

David L. Skelton

Chapter 13 Trustee

et al.

Respondent (s)

ORDER ON NONCONTESTED MOTION FOR RELIEF FROM AUTOMATIC STAY

☒ REAL PROPERTY ☐ PERSONAL PROPERTY

IT IS ORDERED THAT the relief sought as set forth on the continuation pages attached and numbered two (2)

through 2 with exhibits, if any, for a total of 3 pages, is granted. Motion Docket Entry No. 43

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DATED: February 17, 2011

Signature by the attorney constitutes a certification under Fed. R. of Bankr. P. 9011 that the relief in the order is the relief granted by the court.

Submitted by:

PITE DUNCAN, LLP

(Firm name)

Judge, United States Bankruptcy Court

By: /s/ Chad L. Butler CA SBN 270888

Attorney for Movant

ORDER ON NON-CONTESTED MOTION FOR RELIEF FROM AUTOMATIC STAY ON REAL OR PERSONAL PROPERTY
DEBTOR: Rose Buruato Almazan and Gabriel Miguel Almazan Sr. CASE NO: 09-15964-PB-13
RS NO.: PD-1

The Motion of the Bank of New York Mellon formerly known as The Bank of New York as successor Trustee to JPMorgan Chase Bank, National Association as Trustee for the Certificateholders of Structured Asset Mortgage Investments II Inc. Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates Series 2005-10

("Movant"), for relief from the automatic stay having been filed with the above-entitled court on February 1, 2011, and

The Notice of Filing of a Motion for Relief from Automatic Stay (a file-stamped copy of which is attached hereto as Exhibit A OR Notice Docket Entry No. 44, if filed electronically), the Motion, and accompanying Declarations having been served upon the parties named below on February 1, 2011, and

- ☒ Debtor (Name): Rose Buruato Almazan and Gabriel Miguel Almazan Sr.
- ☒ Debtor's Attorney (Name): Michael Koch
- ☒ Trustee (Name): David L. Skelton
- ☒ United States Trustee (in Chapter 11 & 12 cases), and
- ☒ Others, if any (Name): Lienholder
National City

No objection or Request for Hearing having been filed by or on behalf of the Debtor, IT IS HEREBY ORDERED as follows:

The automatic stay pursuant to 11 U.S.C. Section 362 is hereby terminated for all purposes as to Movant in connection with the estate's and the debtor's interest in

1. ☒ The following real property:
 - a. Street address of the property including county and state:
3099 Kaanapali Way, San Diego, California 92154
 - b. Legal description is ☐ attached as Exhibit B or ☒ described below:
SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A AND MADE A PART HEREOF
2. ☐ The following personal property as described ☐ below or ☐ in Exhibit B attached:

IT IS FURTHER ORDERED that (Optional):

The 14 day stay provided by Bankruptcy Rule 4001 (a)(3) is waived; This Order shall be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of United States Code; Movant may offer and provide Debtor with information regarding a potential Forbearance Agreement, Loan Modification, Refinance Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement with Debtor. However, Movant may not enforce, or threaten to enforce, any personal liability against Debtor if Debtor's personal liability is discharged in this bankruptcy case; This Order shall be binding as to The Bank of New York Mellon formerly known as The Bank of New York as successor Trustee to JPMorgan Chase Bank, National Association as Trustee for the Certificateholders of Structured Asset Mortgage Investments II Inc. Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates Series 2005-10.

Exhibit A

3082

LOT 32, OF PALM PACIFIC UNIT NO. 2, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 11001, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 17, 1984.

Parcel ID Number: 629-292-19

which currently has the address of

3099 KAA NAPALI WAY

[Street]

SAN DIEGO [City], California 92154 [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3005 1/01

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Initials: RA